

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DDFAES-3356-N092		PAGE 1 OF 86	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911RX-04-B-0002	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VELIA PIER		b. TELEPHONE NUMBER (No Collect Calls) 785-239-0488		6. SOLICITATION ISSUE DATE 27-Feb-2004	
9. ISSUED BY ACA FORT RILEY DIRECTORATE OF CONTRACTING 802 MARSHALL DRIVE PO BOX 2248 FORT RILEY KS 66442-0248 TEL: 785-239-6441 FAX:		CODE W911RX		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input checked="" type="checkbox"/> 8(A) SIC: 4212 SIZE STANDARD: 10.5 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
15. DELIVER TO PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 TEL: 785 239-6903 FAX: 785 239 6678		CODE DDFAES		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOV'T. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section B - Supplies or Services and Prices

NOTES**Bid Schedule notes**

1. Fees and permits for the transfer station will be paid directly by the Contractor and shall be included in the Contractor's bid for the refuse collection line items.
2. As noted within the CLINS, certain line items are to be used for Unscheduled Collections. The Contractor will be notified by the Contracting Officer or COR when these line items are to be used.
3. The cost of any fees for disposal of refuse, tires, and refrigerated appliances at an authorized off-post site, shall be included in the bid items for refuse collection. See Technical Exhibit 8 for historical information.
4. Potential bidders are encouraged to attend scheduled site visit on March 16, 2004 at 09:00 a.m. Location of the site visit is at the Directorate of Contracting, Bldg 802, Marshall Field Road, Fort Riley, Kansas 66442. Go to: <http://www.riley.army.mil/Services/Fort/Contracting.asp>, click on W911RX-04-B-0002, Refuse collecting and fill out the site visit participation form. If you have already filled out a participation form you do not need to fill one out.
5. Offeror must fill out the Equipment List located at attachment 1 and return with Bid. Failure to submit equipment list will render the entire bid not responsive.
6. Vendor must be registered in the Central Registration (CCR) to be eligible for award. The website to register is www.ccr.gov.
7. Any questions pertaining to this solicitation will be sent via e-mail to docinvoices@riley.army.mil.

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Refuse Collection & Disposal at Fort Riley. The Contractor shall furnish all plant, labor, equipment, materials, and transportation, and performs all required work in accordance with the plans and specifications for the collection and disposal of refuse generated on the Fort Riley installation. Base Year: 1 June 2004 thru 31 May 2005. To see complete solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp . PURCHASE REQUEST NUMBER: DDFAES-3356-N092		Months		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA		9,000	Net Ton (2,000 LB)		
	Refuse Collection and Disposal for other than Family Housing. See section 1.1.1 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB		6,000	Net Ton (2,000 LB)		
	Refuse Collection and Disposal for Family Housing See Section 1.1.2 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	Refuse Collection for General Officer's Quarters. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092	6	Net Ton (2,000 LB)		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AD	Construction/Demolition Construction/Demolition for Landfill Operation. See section 1.1.6 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092	12	Months		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AE	Placement and Removal Placement and Removal for one Refuse Container (Dumpster) for unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount the Contracting Officer or the Contracting Officer's Repesentative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AF	Placement and Removal Placement and Removal for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
					<hr/>
					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AG	One pickup of Refuse Container One pickup of Refuse Container (Dumpster) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,200	Each		
					<hr/>
					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AH	One pickup of Refuse Container One pickup of Refuse Container for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Repesenative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,600	Each		
ESTIMATED NET AMT					

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AJ	Furnish and Assemble Trash Carts See Section 1.1.2.2 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
ESTIMATED NET AMT					

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Total For Base Year PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
ESTIMATED NET AMT					

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Refuse Collection & Disposal at Fort Riley. The Contractor shall furnish all plant, labor, equipment, materials, and transportation, and performs all required work in accordance with the plans and specifications for the collection and disposal of refuse generated on the Fort Riley installation. Base Year: 1 June 2004 thru 31 May 2005. To see complete solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp . PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AA OPTION	Refuse Collection and Disposal for other than Family Housing. See section 1.1.1 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AB		6,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for Family Housing See Section 1.1.2 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AC		6	Net Ton (2,000 LB)		
OPTION	Refuse Collection for General Officer's Quarters. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AD		12	Months		
OPTION	Construction/Demolition Construction/Demolition for Landfill Operation. See section 1.1.6 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AE OPTION	Placement and Removal Placement and Removal for one Refuse Container (Dumpster) for unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
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					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AF OPTION	Placement and Removal Placement and Removal for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
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					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AG OPTION	One pickup of Refuse Container One pickup of Refuse Container (Dumpster) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AH OPTION	One pickup of Refuse Container One pickup of Refuse Container for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,600	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001AJ	Furnish and Assemble Trash Carts See section 1.1.2.2 of PWS.	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002	Total For 1st Option Year PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	<hr/>

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Refuse Collection & Disposal at Fort Riley. The Contractor shall furnish all plant, labor, equipment, materials, and transportation, and performs all required work in accordance with the plans and specifications for the collection and disposal of refuse generated on the Fort Riley installation. Base Year: 1 June 2004 thru 31 May 2005. To see complete solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp . PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
			Months		
				ESTIMATED NET AMT	<hr/>

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AA		9,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for other than Family Housing. See section 1.1.1 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AB		6,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for Family Housing See Section 1.1.2 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AC		6	Net Ton (2,000 LB)		
OPTION	Refuse Collection for General Officer's Quarters. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AD		12	Months		
OPTION	Construction/Demolition Construction/Demolition for Landfill Operation. See section 1.1.6 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AE		200	Each		
OPTION	Placement and Removal Placement and Removal for one Refuse Container (Dumpster) for unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount the Contracting Officer or the Contracting Officer's Repesenative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AF OPTION	Placement and Removal Placement and Removal for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
					<hr/>
					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AG OPTION	One pickup of Refuse Container One pickup of Refuse Container (Dumpster) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,200	Each		
					<hr/>
					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AH OPTION	One pickup of Refuse Container One pickup of Refuse Container for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Repesenative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,600	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001AJ	Furnish and Assemble Trash Carts See sectio 1.1.2.2 of PWS.	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002	Total For 2nd Option Year PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Refuse Collection & Disposal at Fort Riley. The Contractor shall furnish all plant, labor, equipment, materials, and transportation, and performs all required work in accordance with the plans and specifications for the collection and disposal of refuse generated on the Fort Riley installation. Base Year: 1 June 2004 thru 31 May 2005. To see complete solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp . PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AA OPTION	Refuse Collection and Disposal for other than Family Housing. See section 1.1.1 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AB		6,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for Family Housing See Section 1.1.2 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AC		6	Net Ton (2,000 LB)		
OPTION	Refuse Collection for General Officer's Quarters. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AD		12	Months		
OPTION	Construction/Demolition Construction/Demolition for Landfill Operation. See section 1.1.6 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AE OPTION	Placement and Removal Placement and Removal for one Refuse Container (Dumpster) for unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
ESTIMATED NET AMT					

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AF OPTION	Placement and Removal Placement and Removal for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		
ESTIMATED NET AMT					

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AG OPTION	One pickup of Refuse Container One pickup of Refuse Container (Dumpster) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AH OPTION	One pickup of Refuse Container One pickup of Refuse Container for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,600	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001AJ	Furnish and Assemble Trash Carts See section 1.1.2.2 of PWS.	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002	Total For 3rd Option Year PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
				ESTIMATED NET AMT	<hr/>

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	Refuse Collection & Disposal at Fort Riley. The Contractor shall furnish all plant, labor, equipment, materials, and transportation, and performs all required work in accordance with the plans and specifications for the collection and disposal of refuse generated on the Fort Riley installation. Base Year: 1 June 2004 thru 31 May 2005. To see complete solicitation go to http://www.riley.army.mil/Services/Fort/Contracting.asp . PURCHASE REQUEST NUMBER: DDFAES-3356-N092			Months	
					<hr/>
					ESTIMATED NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AA		9,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for other than Family Housing. See section 1.1.1 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AB		6,000	Net Ton (2,000 LB)		
OPTION	Refuse Collection and Disposal for Family Housing See Section 1.1.2 of PWS. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AC		6	Net Ton (2,000 LB)		
OPTION	Refuse Collection for General Officer's Quarters. (See note 1 in bid schedule.) PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AD		12	Months		
OPTION	Construction/Demolition Construction/Demolition for Landfill Operation. See section 1.1.6 of PWS. PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AE		200	Each		
OPTION	Placement and Removal Placement and Removal for one Refuse Container (Dumpster) for unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount the Contracting Officer or the Contracting Officer's Repesenative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AF OPTION	Placement and Removal Placement and Removal for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AG OPTION	One pickup of Refuse Container One pickup of Refuse Container (Dumpster) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Representative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AH OPTION	One pickup of Refuse Container One pickup of Refuse Container for one Refuse Container (Trash Cart) for Unscheduled Collections. Quantity is estimated number may vary. See Section 1.1.1.3 of PWS. Contractor will invoice for total amount that the Contracting Officer or the Contracting Officer's Repesenative request for that invoice period (See note 2 in bid notes). PURCHASE REQUEST NUMBER: DDFAES-3356-N092	1,600	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001AJ	Furnish and Assemble Trash Carts See section 1.1.2.2 of PWS.	200	Each		

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002	Total For 4th Option Year PURCHASE REQUEST NUMBER: DDFAES-3356-N092				

ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
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4003	Total For base and all option years PURCHASE REQUEST NUMBER: DDFAES-3356-N092				
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ESTIMATED
NET AMT

Contract Type: FFP

FOB: Destination

Section C - Descriptions and Specifications

PWS

Performance Work Statement (PWS)

1. DESCRIPTION OF SERVICES: The contractor shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform refuse and recycling services at Fort Riley, Kansas. In addition, the Contractor shall deliver refuse to an off-post transfer station. The Contractor shall deliver recyclable materials to the Fort Riley Recycle Center. The Contractor shall also operate the Construction/Demolition (C/D) Landfill for the entire Fort Riley installation.

1.1. COLLECTION OF REFUSE:

1.1.1. Scheduled Work other than Family Housing.

1.1.1.1. Collection. The Contractor shall establish vehicle routes and collection schedules based on the frequencies and day of pickup listed in Technical Exhibit No. 2. Recyclable Material containers are identified by the letter R after the container number. Quantities and locations may vary slightly at the time of award.

1.1.1.2. Maintaining Containers and Collection Area. The Contractor shall return the containers to their original location after servicing, in an upright position with the lids securely in place (closed). The Contractor will also be responsible for immediately cleaning any spills, debris, etc. which may occur during servicing of containers. All refuse on the ground within 20 feet of the container, whether spilled by the Contractor or placed there by base personnel or housing residents, shall be collected and disposed of by the Contractor. All refuse and recyclable materials shall be picked up on schedule. The Contractor shall be required to collect refuse for missed collection points at no additional cost to the Government. Such collections shall be within two (2) regular working hours from notification by the Contracting Officer or COR. If a refuse container is blocked where the Contractor cannot empty it, the Contractor shall by-pass the particular container and enter it on the Refuse Collection Record. The Contractor shall pick up all loose trash placed adjacent to the containers. Items of this nature includes, but are not limited to, furniture, appliances, wood, tires and rims, Christmas trees, limbs, fencing materials, packing materials, and other refuse that is generated by the occupants. A specific day of the week for pickup of the above-mentioned items shall be designated by the government. The Contractor is responsible for disposing of all of these items off post, except for Refrigerant gas-free appliances, which will be delivered to the Fort Riley Recycle Center at Building 1980 in Camp Funston.

1.1.1.3 Unscheduled Collections. The Contracting Officer or the Contracting Officer's Representative may require the Contractor to make unscheduled collection, disposals, and relocation of containers for special events or other occasions. The Contractor will be given at least one week prior notice as to the specific date of the special event or occasion.

1.1.1.4 Wastewater Treatment Plant Snail Containers. When directed to empty the snail containers at the Main Post and Custer Hill Wastewater Treatment Plants, the Contractor's employee shall dismount to position the containers for emptying and replace the containers in the proper position in the snail removal buildings.

1.1.2. Scheduled Work for Family Housing.

1.1.2.1. Collection. The Contractor shall establish vehicle routes and provide a schedule of routes for pickups based on the frequency of one pickup per week. The schedule shall contain provisions for holiday pickup. The Contractor shall not be required to pick up recyclable materials from the Family Housing areas. The current schedule is listed in Technical Exhibit No. 3. The Building Number and map location of Family Housing Units is located in Technical Exhibit No. 4.

1.1.2.2. **Trash Carts.** The Contractor shall maintain a serviceable trash cart for each housing unit at Fort Riley (Reference 1.1.5.1). Whenever the Contractor removes an unserviceable cart, it shall be replaced with a new or refurbished clean cart. If the Contractor suspects occupant abuse of trash carts, the quarters number shall be entered in the Refuse Collection Record and a determination will be made by the Contracting Officer as to the party responsible for damages. If the trash carts require replacement due to occupant abuse, the Contracting Officer and/or COR will issue a request to the Contractor for the replacement carts. Carts shall have all lids, front and rear frames, wheels, axles, tubs, and all nuts and bolts in place and in operating condition to be considered serviceable. Trash carts which require repair parts and labor equal to or exceeding 50% of new cart price shall be considered unserviceable. Unserviceable carts shall have the usable parts removed and the rest shall be disposed of off post, except for recyclable metal, which shall be taken to the Fort Riley Recycle Center at Building 1980 in Camp Funston.

1.1.3. **Stenciling.** The Contractor shall stencil each cart with the building number and unit number. Numbers shall be 4-inch high and shall be stenciled on the tub at the handle end of the cart using Color Number 13538, Federal Standard No. 595, White Paint, conforming to Federal Specification TT-E-489. Stenciling shall be clear and readable from a distance of 25 feet. When stenciling wears off to the point it is no longer readable, it shall be re-stenciled within one week of the time it is deemed to be unreadable.

1.1.3.1. **Positioning of Containers.** The Contractor shall position all refuse and recycle containers at collection points to best aid the user in disposing of refuse and recycling. However, they will be at least thirty-three feet from any building with minimum interference with building activities, parking areas, sidewalks, roadways and entrances. If more than one refuse or recycle container is located at a particular collection point, the Contractor shall position the refuse and recycle containers as close as possible for convenience yet not restrict user access. If the Contractor must reposition the same refuse or recycle container continually, the Contractor shall enter this on the Refuse Collection Report. This does not include carts for family housing. The Contractor shall relocate refuse or recycle containers and shall place new or repaired containers to any area of Fort Riley as directed by the KO. The Contractor shall insure refuse and recycle containers are returned to their proper collection point in an upright position with the lids and doors securely closed, regardless if the lids and doors were open before they were emptied.

1.1.3.2. **Positioning of Wheeled Carts.** The Contractor shall pickup the carts located at the curb and replace them in an upright position with lids closed.

1.1.3.3. **Storage of Containers.** The Contractor shall empty, thoroughly wash and transport to the storage yard within 3 days of notification any containers designated to be taken out of use and stored. The Contractor shall use the area adjacent to Building 2351 as the storage yard. Use of specific areas of the fenced yard adjacent to Bldg 2351 shall be approved by the Contracting Officer/COR.

1.1.3.4. **Cleanup.** Any refuse spilled during collection and transportation shall be cleaned up immediately. The Contractor shall pick up all loose refuse placed adjacent to containers.

1.1.4. **DISPOSITION OF MATERIAL AND REFUSE COLLECTED.**

1.1.4.1. **Disposition.** The Contractor shall dispose of or deliver all refuse to an off post location that complies with all state laws and applicable regulations. Fees and permits for the off post location will be paid directly by the Contractor and are a part of this Contract. Recyclable Materials shall be delivered to the Fort Riley Recycle Center at Camp Funston. The Contractor shall be responsible for pickup, transportation, handling, storage and disposal of waste tires and rims in accordance with Kansas Regulations. Metal rims shall be disposed of at the Fort Riley Environmental Waste Management Center, Building 1945 in Camp Funston. Waste tires shall be stored for disposal at an approved location under the control of the Contractor. If the waste tires are stored on Fort Riley, disposal shall be performed at an approved waste tire recycling location twice per year or more often as required by storage constraints. Appliances shall be turned-in at the Fort Riley Recycle Center, Building 1980, Camp Funston. However, refrigerated appliances shall be disposed of off post. Recoverable scrap metal collected shall be turned-in at the Fort

Riley Environmental Waste Management Center, Building 1945, Camp Funston. The disposition of all material and refuse shall be recorded on the Disposition of Material and Waste Record.

1.1.5. EQUIPMENT MAINTENANCE. The Contractor shall perform all cleaning, painting, and repair of equipment used under this contract. Trucks and trailers used for hauling and collecting shall be washed as required to ensure they are free of odor, dirt, debris, and pests.

1.1.5.1 Container Maintenance Methods. Maintenance shall be performed as required at Building 2351. The Contractor shall furnish to the COR the monthly schedule of container maintenance by the 1st day of the month. When the Contractor removes a container, the Contractor shall provide a replacement. The Contractor shall identify unserviceable government refuse containers and report such to the Contracting Officer or designated representative. The Contracting Officer, or designated representative shall then designate the containers as: unserviceable, serviceable, or repairable. The Contractor shall identify unserviceable containers and shall replace with new government furnished replacement containers when directed by the Contracting Officer or designated representative. The Contractor shall put serviceable containers back into service. The Contractor shall have the container available to put back into service within 10 working days. When repairing refuse containers, only recommended equipment manufacturer parts and tolerances shall be used and followed in all instances. This includes all top door lids, sliding doors, and side doors complete with all latches, springs, and attachments. Contractor shall repair or replace containers damaged as a result of Contractor negligence at no cost to the government.

1.1.5.2. Container Cleaning. The Contractor shall maintain all contractor and government provided containers ensuring they are free of unpleasant odors, dirt, debris, and incrustation by cleaning with steam, soap or detergents, and water. Any other methods must be approved by the KO or COR. When the Contractor removes a container, the Contractor shall provide a replacement. Cleaning may be performed at wash rack No 2357. The cleaning shall be accomplished in a manner so as not to contaminate the surrounding area or result in environmental pollution. Maintenance of this wash rack is the responsibility of the Contractor, including, but not limited to, seasonal mowing and keeping debris cleaned up and removed from within the fenced area.

Containers receiving putrescible waste shall be cleaned weekly 1 May through 30 September and monthly for the remainder of the year. These containers are located at the dining facilities listed in Technical Exhibit No. 2. Containers receiving non-putrescible waste shall be cleaned quarterly. Containers to be stored shall be steam cleaned before they are stored.

The Contractor is not responsible for cleaning of Trash Carts.

1.1.5.3. Container Painting. The Contractor shall be responsible for re-painting containers as directed by the KO or the designated COR. This is a year round requirement. The Contractor shall be responsible for any damage to the refuse containers while in its possession for repainting. Painting shall be accomplished at Bldg 2351. The number to be painted at any time will be based on the number available that can be spared from the required collection service and the time required by the Contractor to accomplish the repainting according to specifications herein. The interior and exterior surfaces shall be painted with one coat of primer, the same used for prime spot painting; interior and exterior surfaces shall be painted with one coat of enamel conforming to "Enamel, Silicone Alkyd Copolymer, Semi-gloss, Exterior, Federal Specification TT-E-490". The coating shall be a minimum of 2.5 mil. in thickness. The container shall be painted on all interior and exterior surfaces including the bottom. The enamel mentioned herein shall be Color Number 20059, Federal Standard No. 595a, brown paint. Containers designated for recycle shall have a blue stripe painted around all four sides of the container. The Contractor shall stencil each container with the refuse container number and at the direction of the KO on certain containers the words "NO WOOD", "NO METAL", "DO NOT BLOCK" and "CARDBOARD ONLY". Containers containing food waste shall be stenciled "UNAUTHORIZED PERSONNEL ARE NOT TO ENTER REFUSE CONTAINER FOR ANY REASON". Such nomenclature shall be 4-inch high numbers and shall be stenciled on the finished, repainted container using Color Number 13538, Federal Standard No. 595, White Paint, conforming to Federal Specification TT-E-489. The Contractor shall also apply a "NO HAZARDOUS WASTE ACCEPTED" decal on all containers. Each completed refuse container will be inspected by the KO or designated representative for acceptance.

1.1.6. CONSTRUCTION/DEMOLITION (C/D) LANDFILL OPERATION AND MAINTENANCE. Task: The Contractor shall operate and maintain the C/D Landfill currently located at the old Campbell Hill Quarry according to the Operations and Maintenance Plan approved by KDHE as a part of the operational permit. The Contractor's C/D Landfill attendant shall inspect in-coming wastes and there shall be at least one equipment operator to handle the wastes at all times the C/D Landfill is open. Two separate individuals are required for these functions. The Contractor shall furnish equipment for operation of the landfill. As a minimum, the Contractor will have a tracked loader or bulldozer capable of spreading cover material on site at all times. A motor grader may be required periodically to maintain access roads. A dump truck and loader or other bulk transporter may also be required periodically to bring in cover material. The Contractor shall accept construction and demolition wastes generated on Fort Riley at the C/D landfill from various approved sources within the permit operating conditions as specified by the State of Kansas Regulations. Approved users include the following: any Government activity operating government owned or military vehicles, any Government contractor, or any other activity or agency designated by the KO. Note: Government Contractors shall deposit only materials generated on Fort Riley. A Contract Number under which the User is operating shall be requested and recorded for verification by the COR. "

The Contractor shall visibly inspect all wastes delivered to the landfill. The type of solid waste accepted is waste from construction and demolition activities, packing and crating materials, and other waste as designated by the KO. All vehicles entering the landfill shall be recorded on the Construction and Demolition Disposal Record. The record shall list the date, time, vehicle number or license plate number, unit designation or contract name and number, description of material and weight. The remarks block shall be used to record vehicles or materials rejected and reason for rejection. Contractor vehicles without the contractor's logo on both sides of the vehicle will be rejected and not allowed to use the C/D Landfill without a signed exception by the Contracting Officer. The Contractor shall designate deposit sites within the C/D landfill. The contractor shall designate a site for salvable items near the attendants building. Small amounts of scrap metal that arrive with other debris shall be diverted and be placed in the salvage area. The disposal record shall be annotated to indicate which customers have deposited salvable items. The purpose of this area is to prevent the disposal of incidental amounts of scrap metal. It is not intended to augment or replace proper turn-in of metals to DRMO or recycled. Careful annotation of the disposal record is to insure this is not abused. Unless otherwise indicated, salvable items include: electrical components, equipment, and fixtures; serviceable vitreous china plumbing fixtures; fire protection equipment and appurtenances; HVAC equipment and appurtenances. Recyclable items include: chain link fence components; sheet metal items including siding, flashings, roofing, fasciae, soffits, gutters, and downspouts; metal doors, door frames, builders hardware, and windows; metal toilet and bath accessories; metal toilet partitions; metal pipe, pipe fittings and valves all with insulation removed; and metal plumbing fixtures. The contractor shall also designate areas for other re-usable materials such as topsoil, fill material, concrete & masonry rubble, and asphalt. These materials may be re-used at other locations or as weekly or final cover of the debris. The Contractor shall establish a traffic flow pattern to insure the people using the C/D landfill know where to dispose of the waste. Pylons, barricades, guardrail and/or traffic signs shall be used to direct traffic. The contractor shall have the landfill attendant's building situated to allow the attendant to monitor and control access, inspect vehicles, complete the Construction and Demolition Disposal Record, and direct vehicles to designated disposal areas. A ladder shall be kept at the attendant's building of sufficient length to thoroughly inspect all vehicles. The contractor shall monitor the unloading of waste to ensure that materials are placed in the proper locations and that materials not observed by the attendant are authorized for disposal. The Contractor shall place and compact debris in lifts not to exceed 4 (four) feet. Large items that can be crushed using the landfill equipment shall be broken into smaller pieces to eliminate unnecessary voids. Concrete slabs shall be spread out and placed in such a manner that they mesh together reducing adjacent cavities. All debris shall be placed and compacted in a manner to minimize voids and fill empty spaces. The compaction operation shall compress the wastes together so as to maximize the use of the available space. This work shall be performed on a daily basis. The Contractor shall apply cover to the deposited material on a weekly basis. Cover is to be applied to a compacted depth of at least 6 (six) inches. The Contractor shall accomplish periodic grading and compaction to prevent and repair erosion damage, cracks, and fill in depressions. Cover material may be obtained from wastes being deposited and may consist of soil, gravel, fill material, concrete without reinforcing steel, masonry rubble or asphalt. The Contractor shall apply compacted layer(s) of final soil cover material in order to ensure that the total soil cover is at least two feet deep over the entire surface of all completed portions of the fill within 90 days following the final placement of refuse. The cover material is to be applied and compacted in 6 (six) inch layers. Cover material shall be compacted as follows: 100 to 135 lbs per cu ft for course grained soils and 70 to 120 lbs per cu ft for fine grained soils as a unit dry weight

of compacted soil at optimum moisture content for standard AASHTO compactive effort. If additional cover soil is required, the Contractor shall obtain the necessary soil from the compost area first, then from a borrow area designated by the KO. The Contractor is responsible for digging, loading, transporting, spreading, and compacting any required additional cover materials. The Contractor shall grade the final cover as needed to prevent ponding. In addition, the surface of the final cover shall be maintained at the surrounding elevation by the placement of additional cover material. Bulky items shall not be permitted to protrude through the final surface. The Contractor shall take the necessary provisions to control surface water around the landfill site to prevent ponding. The grading of the final surface of the fill area is to provide a slope of at least 2 percent and not to exceed a slope of 25 percent. If the final cover on an area is not to be used as a road, the Contractor shall place two (2) inches of topsoil (not compacted) on top of the final cover and seed with the following mixture:

<u>Common Name</u>	<u>Scientific Name</u>	<u>Variety</u>	<u>%</u>	<u>Lbs/PLS/AC</u>	
Big Bluestem	Andropogon Gerardi	Kaw		30	6.0
Indian Grass	Sorghastrum Nutans	Osage		30	6.0
Little Bluestem	Andropogon Scoparius	Aldous	15	3.0	
Switchgrass	Panicum Virgatum	Backwell	10	2.0	
Sideoats Grama	Bouteloua Curtipendula	Reno	10	2.0	
Western Wheatgrass	Agropyron Smithii	Barton	5	1.0	

Total Seedling Rate = 20 PLS (Pure Live Seed)/AC or greater

No open burning is permitted. Dust Control is not mandatory, but if the Contractor elects (at its cost) to control dust, only water, calcium chloride or State of Kansas approved method(s) are permitted. Calcium chloride may be used only for roads, and when the relative humidity is over 30 percent and applied at a rate of 0.4 to 0.8 lbs per sq. yd. and then mixed with the top three inches of the road surface. If applications of calcium chloride cause a problem with revegetating the completed areas, its use shall be terminated. The Contractor shall be responsible for all litter control. The area covered includes all areas inside and outside of the landfill that are affected by any litter that comes from the landfill. The area includes the landfill itself, fences, roadways, buildings and surrounding properties. Litter includes debris that has fallen from vehicles. The Contractor shall keep all litter picked up on a daily basis. The Contractor shall accomplish all maintenance and repairs of all roads in the landfill site starting from the locked entry gate(s) to ensure roads are usable by all customers during all types of weather. In addition, the contractor is responsible for building any road that is required within the landfill. The Contractor shall be responsible for removing all snow and ice from these same roads within the landfill. The Contractor shall prepare and submit an operation plan that provides detailed information on how the C/D landfill shall be operated during periods of inclement weather. During severe winter weather, frost can penetrate up to three feet. It is also normal to have several inches of rain in one (1) day. In the event of accidental fire, the Contractor shall promptly contact the Fort Riley Fire Department. The Contractor shall assist the Fire Department under the Fire Department's direction in spreading out the waste in the burning area so water can be applied. If a collection truck arrives carrying burning waste, the Contractor shall not permit it near to the working face of the landfill, routing it as quickly as possible to a safe area, away from buildings, where its load shall be dumped and the fire extinguished. The Contractor is not required to provide any fire fighting equipment except for fire extinguishers as required in vehicles (EM 385-1-1) and heavy equipment to spread burning debris. There shall be no salvaging or scavenging of any item(s) from the landfill except for items of military importance. The Contractor shall only permit this search to take place when approved by the KO. The Contractor shall direct customers that have hauled salvageable/recyclable items to the landfill to the appropriate disposal area. The Contractor's personnel shall be familiar with appropriate disposal sites. The Contractor shall insure its personnel follow instructions. Asbestos waste generated by demolition and renovation operations will be disposed of by burial at the C/D landfill. Asbestos waste shall only be accepted if properly packaged and handled according to Kansas Administrative Regulation 28-50. Asbestos waste shall be accepted by appointment only. Appointments will be made on a daily basis and delivery will be within 24 hours of the request for appointment. Asbestos shall be placed in the special cell located in the CD landfill and immediately covered with 6 (six) inches of soil using a loader. Compaction of the soil shall be accomplished carefully using multiple equipment passes over the bags so as not to break open the containers prior to being covered with soil. Each asbestos delivery shall be recorded on the Asbestos Disposal Record. The recorded data shall include date, source

(facility number), action agency (contract number or PW), name and signature of person making delivery, telephone number, estimated weight and disposal location.

1.1.7. MAINTENANCE AND REPAIR OF GOVERNMENT OWNED FACILITIES.

The Contractor shall be responsible for maintenance and repair of the building and facilities in accordance with the Government Property Clause (see Section I). Before making any modifications or repairs to the facilities, the Contractor shall contact the Contracting Officer for authorization. All facilities shall be made available for inspection by the COR. The Contractor shall perform all custodial duties (on a daily basis) to maintain the building in a neat, clean and pleasing appearance at all times. The Contractor is responsible for maintaining his part of the fenced yard at Building 2351 in a neat, clean, and pleasing appearance at all times. The fenced yard consists of the areas inside the fence, the fence itself and the area outside the fence to the street. This includes picking up all litter and mowing to control weeds and grass. The Contractor shall report, as soon as it becomes known, any damages to real property facilities. The Contractor shall restore the facilities to the condition in which received, at its own expense, fair wear and tear excepted, at time of termination of contract except as otherwise approved in writing by the Contracting Officer. Within 30 days of the beginning of the contract, there shall be a joint inspection of all facilities conducted by the Contractor and the COR. From this inspection, a written statement of all conditions shall be submitted, within 15 days of the beginning of the project, to the Contracting Officer for approval. The Contractor shall be liable for any damage to real property facilities on the installation incurred during the prosecution of work under this contract. Liability shall include all parts and labor required to restore the damaged facilities to original condition.

2. PERFORMANCE REQUIREMENTS SUMMARY: Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Requirement Summary is located in Technical Exhibit No1.

3. GOVERNMENT FURNISHED PROPERTY (GFP). The Government will furnish the following items without charge to the Contractor for use on this contract. GFP is also listed in Technical Exhibit No. 9.

3.1. FACILITIES. The following Government owned facilities will be made available to the Contractor for use in its refuse collection and disposal operations in this contract. If the Contractor is not satisfied with the facility at Building 2351, he may provide his own at a site agreed to by the Contracting Officer at no additional cost to the Government. Facility 2357 is provided "as is". The Contractor shall submit a Government Furnished Property Control Plan for approval.

<u>QUANTITY</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
1	Bldg 2351	Motor Repair Shop - 4480 SF
1	Fenced Yard	Fenced yard adjacent to Bldg 2351
1	Facility 2357	Wash Platform, Organizational (non-exclusive use)
1	HazMat Shed	Hazardous Materials Storage Shed
1	HazMat Igloo	Covered Spill Containment Pallet
1	C/D Landfill	Construction/Demolition Landfill (operate and maintain)
1	Bldg 1000	Construction/Demolition Landfill

3.2. REFUSE CONTAINERS. The Government will furnish refuse containers. The Contractor shall be responsible for the maintenance and repair of all containers as specified in SECTION 1. A joint inventory shall be conducted and agreed to by the Contractor.

3.3. **GOVERNMENT- FURNISHED UTILITIES.** The Government will furnish, without charge to the Contractor, natural gas, electricity, water and sewage service for the support of the Government facilities Bldg 2351 and Facility 2357. Utilities for Contractor constructed facilities will be metered and provided at the same charge as other users.

3.4. **O & M MANUAL.** The contractor will be provided an Operations & Maintenance Manual to follow in performing its services at the C/D landfill.

3.5. **BLANK FORMS.** The Government will provide blank forms, for use in preparing turn-in and replacement of containers. Examples and instructions on how to fill out the forms are located in Technical Exhibit No. 6.

4. **CONTRACTOR FURNISHED PROPERTY AND SERVICES.** The Contractor shall furnish all plant, facilities, vehicles, equipment, fuel, supplies, materials, and services except those designated herein as Government furnished to accomplish all work.

4.1. **Vehicles and Equipment.** The Contractor shall provide and maintain all vehicles and equipment required to fulfill the terms of the contract. All vehicles and equipment shall be in an operable condition and meet all Federal, State, and local safety requirements, and shall comply with EM 385-1-1 (Section 19), Safety and Health Requirements Manual. All vehicles shall be equipped with an operating audible back-up alarm. The alarm shall be an electronic unit, activated when the vehicle is placed in reverse. All vehicles and equipment shall not leak oil, transmission fluid or hydraulic fluids while in operation. The Contractor shall only use rearloaders to pick up trash in the housing areas. The Contractor shall remove from service, within one hour of notification by the KO, non-acceptable vehicles and equipment not meeting the above requirements. Repair or replacement of the vehicle or equipment shall be at the Contractor's expense. Inoperable or unserviceable equipment or vehicles shall not be cause for the Contractor to reduce any service or performance. All vehicles and equipment shall be kept in a clean and operational state while on Fort Riley. This may require daily washing. If the same collection vehicles are used for collection of recyclable materials and refuse, the truck body shall be washed between collection of refuse and collection of recyclables.

4.2. All truck bodies shall be leak-proof and fully enclosed. The controls to activate the mechanical compacting or packing apparatus for packer-type trucks shall be located where the operator has a clear view of the inside of the packer-type body. The Contractor shall be responsible for cleanup of any liquids or fluids spilled or leaking from vehicles during the performance of the contract.

4.3. Refuse collection vehicles and other Contractor vehicles registered for highway use shall be less than five (5) years old at the beginning of the contract performance period. Criteria for age of vehicles will be determined by subtracting five (5) years from the year in which the Base Year contract is signed, i.e. Base Year contract is signed in 2004, vehicles shall be 1999 or newer models.

4.4. No major repairs shall be accomplished on Contractor owned vehicles and/or equipment on the installation. Only minor repairs and maintenance may be performed at Building 2351.

4.4.1. The Contractor shall be responsible for collection, marking and storage of all hazardous and controlled waste generated during the performance of this contract. Hazardous materials and hazardous wastes shall be turned in at DRMO in accordance with DRMO SOP 19A.

4.6. **Identification on Vehicles and Equipment.** The Contractor shall maintain legible markings (logo) located on both sides of all Contractor furnished vehicles and equipment, which shall include, as a minimum, the Contractor's name (in at least five inch high letters), and Contractor assigned identification number (in at least five inch high letters). The Contractor shall provide the KO a list of all Contractor assigned identification numbers with a brief description of the vehicle/equipment to include make, year, model and color. Any vehicle that is not properly identified will not be allowed to perform and shall be removed from Fort Riley until properly identified. Any change to this list during the performance of the contract shall be submitted in writing to the KO within five working days of the change.

4.7. **Vehicle Registration, Licenses and Insurance.** The Contractor's vehicles, and where required, equipment utilized under the contract, shall be registered and licensed in the State where the Contractor is licensed prior to being operated under the contract. Operators of equipment and vehicles shall possess a valid state operator's permit to operate Contractor furnished vehicles or equipment for work under the contract. See Section H, 52.0000-4358 "Insurance".

4.8. **Fire Extinguishers.** The Contractor shall provide and maintain a fire extinguisher on each vehicle and landfill equipment. Fire extinguisher shall be a minimum size of 5 pounds and type 3-A:40B:C.

4.9. **COMMUNICATIONS.** The Contractor shall provide telephone service for the Motor Repair Shop, Building 2351, the construction/demolition landfill area, and for receipt of emergency work requests. The Contractor shall give the KO the telephone numbers and/or any changes in the number(s) within one working day after the occurrence. Any wireless communications equipment, except cellular telephones, required for execution of the Contractor's work management responsibilities on Fort Riley shall require written approval from the Contracting Officer, with concurrence from United States Army Information Systems Command (USAISC), Fort Riley and PW, before installation or use.

4.10. **CONSTRUCTION/DEMOLITION LANDFILL.** Fort Riley is permitted by the State of Kansas to operate a Construction/Demolition Landfill. The Contractor shall be the site operator. The Contractor shall supply its own necessary utility services in accordance with DPW regulations as required for the construction/demolition landfill attendant.

4.11. **WHEELED TRASH CARTS.** Poly-Karts, Model 90, brown in color is the standard cart for use on Fort Riley. Poly-Karts are manufactured by Ameri-Kart Corporation, PO Box 751, 433 Industrial Road, Goddard, KS 67052. Telephone 1 (800)-533-2475, (316) 794-2213, FAX (316) 794-8574.

5. **QUALITY CONTROL.** The Contractor shall establish a complete Quality Control Program to assure the requirements of the contract are provided as specified. Two copies of the Contractor's basic Quality Control Plan shall be provided to the KO at the Pre-performance Conference for the KO's approval/disapproval. The Contractor shall make any changes to the Quality Control Plan as directed by the KO and resubmit within two (2) weeks of receipt for another review. When required, an updated copy shall be provided the KO. Payment of invoices may be delayed until a Quality Control Program is submitted and approved. The Quality Control Plan shall include the following:

5.1. The Contractor shall identify an individual, within its organization, at the site of work, who shall be responsible for overall management of Quality Control (QC) and have the authority to act in all QC matters for the Contractor. The Contractor must submit documented past experience information with the bid submittal that the individual responsible for Quality Control Management has a minimum of 12 months experience as a Quality Control System Manager. The Contractor Quality Control System Manager shall not have duties other than Contractor Quality Control Management and shall be on site each day of Contract performance. If, in the opinion of the KO, the Quality System Manager fails to perform satisfactorily, she/he shall be removed and promptly replaced.

5.2. A description of the QC organization, including a chart showing the lines of authority and the QC Manager's chain of authority.

5.3. A copy of the letter to the QC Manager signed by an authorized official of the firm, which describes the responsibilities and delegates the authorities of the QC Manager.

5.4. The name, qualifications, duties, responsibilities and authorities of each person assigned a QC function.

5.5. A QC inspection system covering all the services stated in the contract. It shall specify areas to be inspected on either a scheduled or unscheduled basis. The Contractor's inspection system shall include a method of identifying deficiencies in the quality of services performed, correction of the deficiencies and a process to ensure the deficiencies do not recur.

5.6. Records. The Contractor shall maintain current records of quality control operations, activities, and tests performed. These records shall be on an acceptable form for acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies. In addition, these records shall include factual evidence that required activities or tests have been performed. This documentation shall be provided to the Government at any time during the term of the contract and upon termination or completion, turned over to the Government. Copies of the daily inspections shall be delivered to the COR the next working day after the day of inspection.

6. GOVERNMENT QUALITY ASSURANCE. The Government has developed a Quality Assurance Program for this contract to ensure that the required refuse collection services performance standards are being achieved by the Contractor.

7. GENERAL INFORMATION:

7.1. LOCATION. The location is all areas and structures on the Fort Riley Military Reservation including the Douthitt Multi-Purpose Range Complex. (Tank Gunnery North). Technical Exhibit No. 4 contains maps of Fort Riley.

7.2. Identification of Contractor Personnel. The Contractor shall provide identification badges for all employees, to be worn at all times, while on duty at Fort Riley. Identification badges shall include:

Name of Contract (Refuse Collection and Disposal Services)
Contractor's Name (Legal name under which the Contractor is doing business)
Contractor's Local Phone Number
Name of Employee
Photograph of Employee

7.3. Personnel List. The Contractor shall furnish to the Contracting Officer upon commencement of work under the contract, a written listing containing the complete name and duties of each employee who will perform under this contract. In the event of any addition, deletion or change in employees or work assignment, the Contractor shall notify the Contracting Officer of the addition, deletion or change in writing within (5) five days after such change is made.

7.5. HOURS OF OPERATION.

7.5.1. Work-Week Hours. The Contractor shall perform Scheduled work during the hours 7:30 a.m. to 4:00 p.m. (0730-1600 hrs) Monday through Friday, except Federal Holidays, or as authorized by or required by the KO to ensure all collection and disposal requirements for that day are met. The Contractor shall maintain the operation of the Construction/ Demolition (C/D) Landfill between the hours of 7:30 a.m. and 4:00 p.m. (0730-1600 hrs) Monday through Friday, except Federal Holidays.

7.5.2. After Hours. The Contractor shall provide the Contracting officer with a local telephone number, which shall be answered 24 hours a day Monday through Sunday and cited Federal holidays (see Section F for Federal holidays and 7.5.1 of the PWS) for receipt of emergency work requests. This telephone number shall be answered by the Contractor or Contractor's representative, who shall have full authority to commit the Contractor's resources to perform the requirements of this contract. Notification time shall begin when the message is received by the Contractor or Contractor's representative.

7.6. Federal Holidays. If a Federal holiday falls on a scheduled collection day, the Contractor shall accomplish, including proper disposal, those collections scheduled for that day, on the preceding or following business day. The contractor may request approval for an alternate plan if desired. This shall be accomplished at no additional cost to the Government.

7.7. Severe or Inclement Weather Hours. The Contractor shall collect refuse and operate the C/D Landfill during periods of severe or inclement weather unless instructed by the KO to reduce or suspend operations. If the contractor feels the need to suspend or reduce operations for safety reasons, and cannot contact the KO, the contractor shall take the necessary action and notify the KO as soon as possible. The Contractor shall resume services when the severe or inclement weather has abated or terminated, or when instructed by the KO to resume services. The Contractor shall then have 24 hours to accomplish those collections, including proper disposal of all collections that were missed during the time of severe or inclement weather. If severe or inclement weather requires service to be suspended for several days, the Contractor shall submit to the KO an emergency revised schedule within 12 hours of termination of severe or inclement weather or in the time requested by the KO.

7.9. Scheduled Work. Recurring scheduled work shall be accomplished by the Contractor as outlined below and in accordance with the specific tasks in SECTION 1.

7.9.1. Scheduled Work Plan. The Contractor shall, within 30 calendar days after the award of the contract, and any subsequent option years exercised, submit a Scheduled Work Plan including the Contractor's plan for working around Federal holidays based on all scheduled work requirements, and frequencies specified in the contract. The Scheduled Work Plan shall cover a one-year period of time and shall specify what, where and when services are to be accomplished. This includes a severe or inclement weather work plan. The KO will review and approve the Scheduled Work Plan. If the KO does not approve the plan, the Contractor shall make necessary corrections and resubmit to the KO for approval within 10 calendar days. To change the schedule, the Contractor shall notify the KO four weeks prior to the proposed schedule change. The request shall identify the service to be scheduled/rescheduled and the current and proposed performance time. Changes to the Scheduled Work Plan will require approval from the KO. In the event of unexpected changes to the schedule due to equipment breakdowns, severe or inclement weather or other circumstance beyond the Contractor's control, Inspection Branch, Public Works, shall be immediately notified of the delay or change of schedule.

7.9.2. Notification. The Contractor shall provide the KO the necessary newspaper releases to print in the Fort Riley Post and Junction City Daily Union newspapers informing Fort Riley occupants of any schedule change(s). Included in the release shall be the Contractor's phone number for occupants to call if they were missed during the schedule change. The release shall be submitted in sufficient time, at least three weeks, to allow publication two times in the Fort Riley Post and Junction City Daily Union before the effective date of the change.

7.10. Unscheduled Work.

7.10.1. Unscheduled refuse collection and disposal work is not covered in scheduled work. The Contractor shall accomplish this work only when required by the KO or COR in accordance with contract provisions.

7.10.2. Upon completion of the unscheduled work, the Contractor shall inform the KO the work has been accomplished.

7.12. RECORDS AND REPORTING.

7.12.1. The Contractor shall maintain complete and accurate records of all work performed. Records shall be standard forms, examples of which are shown in Technical Exhibit No. 5. The Contractor shall provide the forms at its expense. Completed records shall be turned in to the Contracting Officer Representative (COR). Weekly records shall be maintained for the period Monday through Sunday. Monthly records shall be maintained from the first day of the month through the last day of the month. Records shall be available for inspection by the KO during operations. Weekly forms shall be delivered to the COR and/or the Solid Waste Manager by 10:00 A.M. the Monday following the week documented. Monthly forms shall be delivered to the COR and/or the Solid Waste Manager by 10:00 A.M. the second workday of the month following the month documented.

7.12.2. Refuse Collection Record. Record shall be a standard form completed on a daily basis that lists date, vehicle number, area serviced, times service started, time completed and significant incidents. Significant incidents include containers not dumped and reason, damaged or unserviceable containers, refuse not in containers that was picked up,

description, volume estimate and weight estimate of refuse not picked up. This record shall be turned in to the COR not later than 10:00 a.m. the next working day. Refuse collection record shall include a notation of refuse containers that contain significant amounts of recyclable materials. This information shall be furnished to the Pollution Prevention Division, DES, on Monday of each week.

7.12.3. Disposition of Material and Waste Record. Record of waste and material disposed of at the approved off post transfer station shall be completed on a weekly basis with entries made daily. The record shall list the date, time, vehicle number, type material, location delivered to, volume and net weight. This record shall be turned in not later than 10:00 A.M. to the COR and the Solid Waste Manager the first working day of the following week.

7.12.4. Construction and Demolition Disposal Record. Record shall be completed on a weekly basis with entries made daily. A separate form shall be maintained for military users and contractors. The record shall list the date, time, vehicle number or license plate number, unit designation or contract name and contract number, description of material, and estimated weight. All vehicles entering the Construction and Demolition Landfill shall be recorded. The Remarks block shall be used to describe materials rejected for disposal and reason for rejection. This record shall be turned in to the COR and the Solid Waste Manager not later than 10:00 a.m. the first working day of the following week.

7.12.5. Asbestos Disposal Record. Record shall be completed on a monthly basis with entries made when disposal occurs. The record shall list the date, source (facility number), action agency (contractor or DPW shop), name and signature of person making delivery, telephone number, estimated volume and weight, and disposal location. This record shall be turned in to the COR and the Solid Waste Manager not later than the fifth working day of the following month.

7.12.6. During the performance of the contract, if the Contractor discovers unhealthy or hazardous conditions, the Contractor shall report the finding to the COR within one hour of the discovery.

7.12.7. The Contractor shall report any delays or interference of work by Military or Civilian Government employees, other Government contractors or occupants to the KO within one working day of the occurrence.

7.13. ENVIRONMENTAL PROTECTION. The Contractor shall comply with all Federal, State and Fort Riley rules and regulations concerning Solid Waste Management (refuse collection and disposal) preventing air, water and soil pollution. See SECTION 10 for a list of applicable regulations.

7.13.1. Hazardous materials or waste (solid, semi-solid, or liquid) shall not be accepted.

7.13.2. The Contractor shall notify the KO and COR of any hazardous waste, controlled waste or regulated medical waste that is observed in refuse containers or dumped at the C/D Landfill. Containers containing hazardous waste, controlled waste or regulated medical waste will not be emptied and shall be noted on the Refuse Collection Record and the COR notified by telephone within two hours. Hazardous waste, controlled waste or regulated medical waste observed at the landfill will not be buried and will be protected from damage. The COR shall be notified within two hours of discovery. If hazardous waste or controlled waste is spilled or leaking, immediate action must be taken to protect safety/health and environment. Immediately notify the fire department and then the COR.

7.13.3. The Contractor shall assist in recovery and proper disposal as directed by the KO, of any wastes, including hazardous, controlled and regulated medical wastes that the Contractor accepted or were not disposed of properly. Assistance will be limited to Contractor personnel and equipment normally available for the performance of this contract.

7.13.4. The Contractor shall be responsible for collection, marking, storage and disposal of all hazardous and controlled waste generated as a result of his maintenance of vehicles and equipment. Hazardous materials and hazardous wastes shall be turned in at DRMO in accordance with DRMO SOP 19a.

7.13.5. Contractor hazardous waste disposal will be under the Fort Riley EPA Identification Number. Contractor shall prepare the Hazardous Waste Manifest for signature by the DES Hazardous Waste Manager. Manifest Forms will be furnished by DES.

7.14. SAFETY REQUIREMENTS. The Contractor shall conduct all work in a safe manner and in compliance with the Occupational Safety and Health Act (OSHA), Federal, State and Army requirements including Engineer Manual (EM) 385-1-1. If the Contractor fails or refuses to promptly comply with safety requirements, the KO may issue an order stopping part or all of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor.

7.15. INSPECTION BY REGULATORY AGENCIES.

7.15.1. The Contractor shall notify the KO and the COR immediately of any inspection visit by an agent(s) or notification of inspection visit of any regulatory agency (i.e. Environmental Protection Agency (EPA), Occupational Health and Safety Act (OSHA), or Kansas Department of Health and Environment (KDHE)). The Contractor shall cooperate with the agency inspector. The Contractor shall submit a written report to the KO by close of business of the same day following completion of the inspection or visit, to include the name, identification number, agency of the inspector the reason for the visit, and any comments or indications made by the inspector. ALL visits by a regulatory agency are considered to be an inspection.

7.15.2. The Contractor shall be subject to inspection by Fort Riley authorities. Fort Riley authorities include Environmental Compliance Branch, Fire Department, Safety Office, and Inspector General Office.

7.15.3. Citations. Citations for non-compliance with environmental standards are a matter for resolution between the Contractor and the issuing office of EPA, KDHE, or State of Kansas regulatory authorities. The Contractor shall correct deficiencies in the time frame outlined by the regulatory authority. If citations are issued by Federal, State or local officials due to the Contractor's breach of any terms of this contract or any negligent or willful omission of the Contractor or his employees in the performance of this contract, the levied fine shall be paid by the Contractor at no cost to the Government.

7.16. KEY CONTROL. The Contractor shall establish a key control system to ensure that no keys issued to the Contractor by the Government are stolen, lost, misplaced, or used by unauthorized persons. The Key Control system shall be submitted to the KO for approval within 30 days after the award of the contract.

7.16.1. The Contractor shall be held liable for all costs (e.g. labor, material, equipment) incurred by the Government as determined by the KO, to replace any and all locks and keys due to keys being stolen or lost, or due to issuance to or duplication by unauthorized personnel.

7.16.2. The Contractor shall not permit entrance to locked areas by any person other than Contractor personnel engaged in the performance of work in those areas, or personnel assigned to the activity where the Contractor is performing work, without prior authorization by the COR.

7.16.3. The Contractor shall provide a key to the C/D Landfill and the fenced area at Building 2351 to the Fort Riley Fire Department. The keys are required to provide immediate, emergency access when the areas are closed.

7.17. GOVERNMENT RESERVED RIGHTS. The Government reserves the right to collect and dispose of refuse.

7.18. ENERGY CONSERVATION. The Contractor shall be responsible for conducting its operations in a manner that minimizes unnecessary waste of utility services provided by the Government for use under this contract.

7.19. FIRE PREVENTION. The Contractor shall be responsible for fire prevention. The Contractor shall comply with Fort Riley Regulation 420-4

7.20. REMOVAL OF CONTRACTOR PROPERTY The incumbent contractor shall remove from Fort Riley all Contractor property within 10 business days after the contract is completed or terminated. After 10 business days from completion or termination of the contract, the incumbent Contractor may be charged storage for any and all incumbent Contractor property remaining on Fort Riley. The Contractor maintains responsibility for the care and protection of its property while it remains on Fort Riley. The Contractor shall be responsible for all costs associated with the storage and disposal of the property to include administration, handling and the moving of the property. The property may be disposed of by the Government if not removed by 60 days after the contract is completed or terminated.

8. DEFINITIONS. As used throughout the contract or in material referenced in this contract, the following terms shall have the meanings set forth below:

8.1. Acceptable Quality Level (AQL). The maximum percent defective, the maximum number of defects per hundred units, or the number of defects in a lot that can be considered satisfactory on the average; the allowable leeway or variance from a standard before the Government will reject the service. It implies that the Government recognizes that defective performance sometimes happens unintentionally. However, the Contractor must re-perform the defective service.

8.2. Air Pollution. The presence in the outdoor atmosphere of one or more air contaminants in such quantities and duration as is, or tends significantly to be injurious to human health or welfare, animal or plant life, or property, or would unreasonably interfere with the enjoyment of life or property.

8.3. Asbestos. Asbestos includes actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite. Friable asbestos is any material that contains more than one percent asbestos by weight and that can be crumbled, pulverized, or reduced to powder, when dry, by hand pressure. Nonfriable asbestos is any material that contains asbestos which has the asbestos component bonded or otherwise rendered unavailable for release into the atmosphere through normal usage.

8.4. Ashes. The residue from burned wood and/or other combustible materials.

8.5. Bulky Waste. Large items of refuse including, but not limited to appliances, moving boxes, furniture, trees, branches, or stumps.

8.6. Clean. Free from dirt, contamination, or impurities; unsoiled, unstained, or recently washed.

8.7. Collection. Means the removal of accumulated refuse from any one location at any one time, regardless of the number of cartons or bundles or containers.

8.8. Collection Frequency. The number of times collection is provided in a given period of time.

8.9. Collection Point. The point designated where refuse containers and/or carts will be located for collection of refuse by the Contractor.

8.10. Commercial Waste. All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial wastes.

8.11. Compliance. Action in accordance with clean air, water, solid waste and/or hazardous waste standards. It also means actions in accordance with a schedule or plan ordered or approved by a court of competent jurisdiction, the State of Kansas or the Environmental Protection Agency as dictated by Federal and State laws and regulations issued pursuant thereto.

8.12. Contracting Officer (KO). A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

8.13. Contracting Officer's Representative (COR). An individual designated in writing by the Contracting Officer to perform specific contract administration functions.

8.14. Construction/Demolition (C/D) Landfill. Construction/Demolition Landfill means a permitted solid waste disposal area used exclusively for the disposal on land of construction and demolition wastes.

8.15. Construction and Demolition (C/D) Waste. Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, other structures, and pavements. C/D wastes include items such as concrete, asphalt, masonry rubble and wood products. C/D wastes also include floor coverings (carpet, tiles, pads, etc.), non-friable asbestos containing materials (shingles, tiles, etc.), and small quantities of construction related packaging.

8.16. Container. A generic term used to identify both refuse containers (dumpsters) and trash carts.

8.17. Contract Discrepancy Report (CDR). A formal, written document of Contractor nonconformance or lack of performance for contracted work.

8.18. Controlled Waste. Any waste which is not a hazardous waste but for which there are specific handling and disposal requirements. The following are typical examples of controlled waste: antifreeze solution, waste oil, grease, fuel, and absorbent material and soil contaminated with controlled waste.

8.19. Curb-Side Pickup. Crew collection of refuse which is placed next to curb or alley by the occupant.

8.20. Deficiency. A shortcoming in the quality or state of service performed.

8.21. Disposal. The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid or hazardous waste into or on any land or water so that such solid or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

8.22. Public Works (PW). The Commanding General's principal staff for all matters pertaining to facilities engineering and housing matters for the installation. PW plans, programs, and coordinates all Real Property Maintenance Activities (RPMA). The category RPMA includes all operations, maintenance, repair, construction, and the related services required under this contract. The PW office is located on Main Post in Building 330.

8.23. Emergency Work. Any unforeseen circumstance or combination of circumstances that requires immediate action.

8.24. Environmental Pollution. The condition resulting from the presence of chemical, physical, radiological and/or biological forces which alter the natural environment and thus adversely affect human health or the quality of life biosystems, structures and equipment, recreational opportunity, aesthetics and natural beauty.

8.25. Facility. An identifiable piece of real property. A facility may be a part of a larger entity, such as a part of a utility plant system, or road, or it may be an individual object, such as a structure or range.

8.26. Facility Number. The number assigned to a particular facility for the purpose of identification. All building structures, utility systems and other non-building real property entities have an assigned facility number. The number is up to a five-digit numeric number. For quarters (multi-unit family housing), an alpha digit is added to the facility number to represent a particular quarters. A prefabricated plate bearing the facility number is usually affixed to the facility.

8.27. Garbage. The animal and vegetable waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and shall include unclean containers.

8.28. Ground Water. Water in the ground that is in the zone of saturation.

8.29. Hazardous Material. A substance or material, including a hazardous substance, which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated.

8.30. Hazardous Waste. Any waste which is listed in Title 40 of the Code of Federal Regulation (CFR) Section 261. A waste which exhibits one or more of the following characteristics is a hazardous waste: ignitability (flash point less than 140 deg. F), corrosivity (pH less than or equal to 2 or greater than or equal to 12.5), toxicity, or reactivity. The following are typical examples of hazardous waste: solvents, liquid paint, paint stripper, remover or thinner, pesticides, herbicides, insecticides and rodenticides, fuel too contaminated for resale or use, Nuclear-Biological-Chemical (NBC) filters, Decontaminating Solution 2 (DS-2), Super Tropical Bleach (STB), batteries (lead-acid, nickel-cadmium, lithium, magnesium and mercury), de-icing solutions, printing ink, solvent and cleaners, ferric chloride, and absorbent materials and soils contaminated with a hazardous waste. See also Title 40 CFR Section 260.3.

8.31. Household Hazardous Waste. A waste which is listed in Title 40 of the CFR Section 261 or a waste which exhibits one or more of the following characteristics is a hazardous waste: ignitability (flash point less than 140° F), toxicity, or reactivity, corrosivity (pH less than or equal to 2 or greater than or equal to 12.5), toxicity, or reactivity and which is derived from a household including single and multiple residences, campgrounds, picnic grounds, and day-use recreation areas).

8.32. Household Waste. Any solid waste (including garbage and trash) derived from households (including single and multiple residences, campgrounds, picnic grounds, and day-use recreation areas).

8.33. Incompatible Waste. Unsuitable for commingling with another waste or material, where the commingling might result in: (1) extreme heat or pressure generation, (2) fire, (3) explosion or violent reaction, (4) formation of substances which are shock-sensitive, friction-sensitive, or otherwise have the potential of reacting violently, (5) formation of toxic dusts, mists, fumes, gases or other chemicals, (6) volatilization of ignitable or toxic chemicals due to heat generation in such a manner that the likelihood of contamination of ground water or escape of the substances into the environment is increased.

8.34. Industrial Solid Waste. All solid waste resulting from manufacturing and industrial processes which are not suitable for discharge to a sanitary sewer or treatment in a sewage treatment plant.

8.35. Inspection. The critical examination of a facility, structure, mechanism, system or procedure to discover and remedy problems, discrepancies and/or inefficiencies.

8.36. Landfill. A site where refuse is properly disposed of in accordance with state and federal regulations. There are two types of landfills: a Sanitary Landfill and a Construction/Demolition (C/D) Landfill.

8.37. Local Telephone Number. Phone number which may be called from Fort Riley without a long-distance toll.

8.38. Lot. A collection of service outputs from which a sample is drawn and inspected to determine conformance with the standard.

8.39. Lot Size. The number of service outputs in a lot.

8.40 Maintenance (General). The work required to preserve and maintain a real property facility or piece of equipment in such condition that it may be effectively used for its designated functional purpose. Maintenance includes work done to prevent damage which would be more costly to restore than to prevent. Maintenance includes work to sustain components.

8.41. Minor Repairs. Repairs that are necessary for maintenance of equipment such as oil changes, tire repair, etc.

- 8.42. **Mixed Refuse.** A mixture of solid wastes containing both putrescible and nonputrescible materials.
- 8.43. **Nuisance.** Anything which (1) is injurious to health, or is offensive to the senses or any obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, or (2) adversely affects the entire community or neighborhood, or any substantial number of persons even though the extent of the annoyance or damage inflicted upon individuals may be unequal.
- 8.44. **Open Burning.** The burning of any materials without the following characteristics: (1) Control of combustion air to maintain adequate temperature for efficient combustion; and (2) Containment of the combustion reaction in an enclosed device to provide sufficient residence time and mixing for complete combustion; and (3) Control of emission of the gaseous combustion products.
- 8.45. **Operator.** The person(s) responsible for the overall operation of a facility or part of a facility. For purposes of this contract, the Contractor is the operator.
- 8.46. **Owner.** The person(s) who owns a facility or part of a facility. For purposes of this contract, the Government is the Owner.
- 8.47. **Permit.** A written authorization issued by the State of Kansas or other regulatory authority which by its conditions may authorize the permittee to construct, install, modify, or operate a specified solid waste disposal area or solid waste processing area.
- 8.48. **Pests.** Arthropods, birds, rodents, nematodes, fungi, bacteria, viruses, algae, snails, marine borers, snakes, and other organisms that adversely affect the well being of personnel and animals; harmful to real property, supplies or equipment, or vegetation; or are otherwise are undesirable.
- 8.49. **Pesticide.** Any substance or mixture of substances, including biological control agents, that may prevent, destroy, repel, or mitigate pests; also, any substance or mixture of substances used as a plant regulator, defoliant, or desiccant.
- 8.50. **Pleasing Appearance.** An appearance similar to the original finished appearance with only minor deterioration resulting from normal use.
- 8.51. **Preservation.** Application of protection measures to prevent deterioration, including cleaning, drying, and applying preservative materials, barrier materials, and cushioning.
- 8.52. **Putrescible Wastes.** Solid waste which contains organic matter capable of being decomposed by microorganisms and of such character and proportions as to be capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.
- 8.53. **Quarters.** A building or subdivision of a building which is complete living unit with as assigned facility number.
- 8.54. **Quality Assurance (QA).** Any surveillance used by the Government to check goods or services to determine whether or not they meet the requirements of the contract.
- 8.55. **Recyclable Materials.** Materials that normally have been or would be discarded and that may be reused after undergoing some type of physical or chemical processing. Recyclable materials include aluminum cans, glass containers (clear only), colored ledger paper, newspaper, plastic containers (#1 & #2), corrugated cardboard, white ledger paper and steel food cans. Recyclable materials do not include precious metal-bearing scrap and those items which may be used again for their original purposes or functions without any special processing.
- 8.56. **Refuse.** The unwanted or discarded material resulting from commercial, industrial, and agricultural operations and from normal community activities. Refuse includes in part the following: garbage, rubbish, ashes, and other

residue after burning; street refuse; dead animals; animal waste; motor vehicles; agricultural, commercial, and industrial wastes; construction and demolition wastes; and sewage treatment residue provided, however, that the term "refuse" does not include any uncontaminated earth, stone or minerals.

8.57. Refuse Collection. A system of collecting and transporting refuse, from collection points to the point of disposal.

8.58. Refuse Container. A container capable of handling 1 to 8 cubic yards in capacity, equipped for use with a two point container hoisting device. Are commonly referred to as refuse containers.

8.59. Regulated Medical Waste. Those solid waste materials which are potentially capable of causing disease or injury and which are generated in connection with human or animal care through inpatient or outpatient services.

8.60. Repair (General). The restoration of a failed or failing piece of equipment or real property facility (or component thereof) to such condition that it may be effectively used for its designated purpose.

8.61. Replacement. A complete installation of new property or a part in place of property or a part destroyed or damaged beyond the point at which it be economically repaired.

8.62. Rubbish. A variety of unsalvageable waste material such as metal, glass, crockery, floor sweepings, paper wrapping, containers, cartons and similar articles not used in preparing or dispensing food.

8.63. Salvage or Salvable Items. Metal scrap, scrap lumber, crating materials, empty barrels, boxes, textile bags, wastepaper, cartons, kitchen waste, and similar materials which are reclaimable or have sales value and are not subject to property accountability.

8.64. Salvaging. The controlled removal of reusable materials from solid waste.

8.65. Sample. A sample consists of one or more service outputs drawn from a lot, the outputs being chosen at random. The number of outputs in the sample is the sample size.

8.66. Sanitary Landfill. A method of disposing of solid wastes on land without creating nuisances or hazards to the public health or safety by confining refuse to the smallest practical area, compacting it to the smallest practical volume by employing power equipment, and covering with a layer of compacted earth or other suitable cover material at the conclusion of each day's operation; and which meets the criteria adopted under K.A.R. 28-29-24(b)(3) and is designated primarily for the disposal of solid waste from residential, commercial, industrial, and agricultural sources.

8.67. Scavenging. The uncontrolled and unauthorized removal of materials at any point in the solid waste management system.

8.68. Scheduled Maintenance. Maintenance that is done systematically through predetermined cyclic check, inspection and correction of minor deficiencies and/or problems as well as the recording and reporting of deficiencies beyond the scope of maintenance.

8.69. Sludge. Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility or any other such waste having similar characteristics and effect, exclusive of the treated effluent from a wastewater treatment plant.

8.70. Solid waste. Garbage, refuse, sludges and other discarded solid materials resulting from industrial and commercial operations and from community activities. It does not include solids or dissolved materials, in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste, water effluents, dissolved materials in irrigation return flow or other common water pollutants.

8.71. **Transfer Station.** Any facility where solid wastes are transferred from one (1) vehicle to another or where solid wastes are stored and consolidated before being transported elsewhere, but shall not include collection boxes provided for public use as a part of a county-operated solid waste management system when these boxes are not equipped with compaction mechanisms or have volumes smaller than twenty (20) cubic yards.

8.72. **Trash.** The same as refuse.

8.73. **Trash Cart.** Trash cart or carts are a nominal 85-90 gallon, wheeled container used for the collection of trash.

8.74. **Vector (of Disease).** An animal or insect which transmits infectious diseases from one person or animal to another by biting the skin or mucous membrane or by depositing infective material on the skin, on food, or on another object.

8.75. **Waste Oil.** Used oil regardless of the source of generation.

8.76. **Waste Tires.** Any used or discarded passenger car, truck, tractor, heavy equipment, tactical equipment or other used rubber tires generated on the Fort Riley installation.

8.77. **Water Pollution.** Contamination, or other alteration of the physical, chemical or biological properties of any waters of the state that will, or is likely to, create a nuisance or render such waters harmful, detrimental, or injurious to public health, safety or welfare, or to the plant, animal, or aquatic life of the state, or suitable for other legitimate beneficial uses.

9. ACRONYMS.

9.1.	AASHO.	American Association of State Highway Officials.
9.2.	AC.	Acre.
9.3.	ANSI	American National Standards Institute.
9.4.	AQL.	Acceptable Quality Level.
9.5.	AR	Army Regulations.
9.6.	ASQC	American Society for Quality Control.
9.7.	C/D	Construction and Demolition.
9.8	CDR	Contract Deficiency Report.
9.9.	CFR	Code of Federal Regulations.
9.10.	CLIN	Contract Line Item Number
9.11.	COR	Contracting Officer's Representative.
9.12.	CU FT	Cubic Foot.
9.13.	CU YD	Cubic Yard.
9.14.	DA	Department of the Army.

9.15.	DD	Department of Defense.
9.16.	DES	Directorate of Environment and Safety.
9.17.	DRMO	Defense Reutilization and Marketing Office.
9.18.	EM	Engineering Manual.
9.19.	EPA	Environmental Protection Agency.
9.20.	FAR	Federal Acquisition Regulations.
9.21.	FM	Field Manual.
9.22.	KAR	Kansas Administration Regulation.
9.23.	KDHE	Kansas Department of Health and Environment.
9.24.	KO	Contracting Officer.
9.25.	KSA	Kansas Statutes Annotated.
9.26.	MIL STD	Military Standard.
9.27.	MPH	Miles Per Hour.
9.28.	OSHA	Occupational Safety and Health Act.
9.29.	PLS	Pure Live Seed.
9.30.	PRS	Performance Requirements Summary.
9.31.	PW	Directorate of Public Works.
9.32.	QA	Quality Assurance.
9.33.	QAE	Quality Assurance Evaluator.
9.34.	RCRA	Resource Conservation and Recovery Act.
9.35.	SO	Service Order.
9.36.	TM	Technical Manual.
9.37.	USAISC	United States Army Information Systems Command.
9.38.	USC	United States Code.

10. APPLICABLE PUBLICATIONS. Documents applicable to the Contractor are listed below. The Contractor shall be obligated to follow these publications to the extent stated in this specification. Army Publications will be furnished at the start of the contract.

<u>NO.</u>	<u>TITLE</u>	<u>DATE</u>
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10.1. AMERICAN NATIONAL STANDARDS INSTITUTE:

ANSI/ASQC Z1.4	Sampling Procedures and Tables for Inspection by Attributes	1993
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10.2. ARMY REGULATIONS AND MANUALS:

AR 385-10	Army Safety Program	May 1988
AR 385-55	Prevention of Motor Vehicle Accidents	March 1987
AR 420-47	Solid and Hazardous Waste Management	Jan 1985
AR 190-13	Army Physical Security Program	June 1985
AR 190-51	Security of Army Prop. at Unit & Inst. Level	March 1986
DoD D5500.7R	Joint Ethics Regulation	Mar 1988
TM 5-634	Refuse Collection and Disposal	July 1958
TM 5-618	Paints and Protective Coatings	June 1981

10.3. CORPS OF ENGINEERS:

EM 385-1-1	Safety and Health Requirements Manual	October 1987
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10.4. STATE OF KANSAS REGULATIONS:

KAR 28-29-1 thru 28-29-27	Article 29 - Solid Waste Standards and Regulations	
KAR 28-29-28 thru 28-29-34	Article 29 - Solid Waste Standards and Regulations	
KSA 65-3401 thru 65-3423	Chapter 65 - Public Health, Article 34 - Solid Waste	
KSA 1987 Supp 65-3401	Statement of Policy	
KAR 28-50-1 thru 14	Asbestos Control	

10.5. FEDERAL SPECIFICATIONS:

TT-E-489	Enamel, Alkyd, Gloss	March 1980
TT-E-490	Enamel, SA C, Semigloss	November 1978
TT-P-645A	Primer, Paint, Zinc-Chromate, Alkyd-Type	April 1979

10.6. FEDERAL STANDARDS:

595A	Colors	September 1952
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10.7. FORT RILEY PUBLICATIONS:

Fort Riley Hazardous Waste Management
Standard Operating Procedures

Environmental Compliance Management Plan

Construction and Demolition Landfill
Operations and Maintenance Manual

10.8. FEDERAL REGULATIONS:

29 CFR Chapter XVII-Occupational Safety and
Health Administration, Department of Labor

40 CFR Chapter I-Protection of the Environment

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2004 TO 31-MAY-2005	N/A	PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 785 239-6903 FOB: Destination	DDFAES
0001AA	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AB	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AC	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AD	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AE	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AF	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AG	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AH	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0001AJ	POP 01-JUN-2004 TO 31-MAY-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
0002	N/A	N/A	N/A	N/A
1001	POP 01-JUN-2005 TO 31-MAY-2006	N/A	PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 785 239-6903 FOB: Destination	DDFAES

1001AA POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AB POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AC POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AD POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AE POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AF POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AG POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AH POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1001AJ POP 01-JUN-2005 TO 31-MAY-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
1002 N/A	N/A	N/A	N/A
2001 POP 01-JUN-2006 TO 31-MAY-2007	N/A	PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 785 239-6903 FOB: Destination	DDFAES
2001AA POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AB POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AC POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AD POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AE POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AF POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES

2001AG	POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AH	POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2001AJ	POP 01-JUN-2006 TO 31-MAY-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
2002	N/A	N/A	N/A	N/A
3001	POP 01-JUN-2007 TO 31-MAY-2008	N/A	PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 785 239-6903 FOB: Destination	DDFAES
3001AA	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AB	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AC	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AD	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AE	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AF	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AG	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AH	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3001AJ	POP 01-JUN-2007 TO 31-MAY-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
3002	N/A	N/A	N/A	N/A

4001	POP 01-JUN-2008 TO 31-MAY-2009	N/A	PUBLIC WORKS ROGER WILLIAMS EP&S DIV BLDG 408 FORT RILEY KS 66442 785 239-6903 FOB: Destination	DDFAES
4001AA	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AB	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AC	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AD	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AE	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AF	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AG	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AH	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4001AJ	POP 01-JUN-2008 TO 31-MAY-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	DDFAES
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

52.0000-4027 CONTRACT CLAUSE AND SOLICITATION PROVISION NUMBERING SYSTEM

This document is computer generated by the Procurement Desktop – Defense (PD2) automated system. The Federal Acquisition Regulation (FAR) uses a numbering system for contract clauses and solicitation provisions as follows:

52.2XX-1 and higher (e.g., 52.215-5)

Department of Defense Federal Acquisition Regulation Supplement (DFARS) contract clauses and solicitation provisions are recognized by a "7" in the 7th digit of the PD2 number.

A summary example of the difference in the number systems is as follows:

FAR: 52.227-1	PD2: 52.0227-0001
DFARS: 252.243-7000	PD2: 52.0243-7000

Solicitations and/or contracts may include informational clauses (i.e., they are not regulatory). The information clause number format is "52.0000-4xxx" and follows the clause title as shown below:

(TITLE) (Information Clause Number)

INVOICES (52.0000-4xxx)

(End of Provision)

52.0000-4039 SUBMISSION OF INVOICES AND MANDATORY PAYMENT BY GOVERNMENT CREDIT CARD (1 December 2000)

The contractor shall agree to accept the Government wide commercial purchase card as the method of payment for all orders or calls under this contract or agreement. The contractor shall submit all invoices electronically (e-mail or fax) to docinvoices@riley.army.mil or to the responsible contract administrator/specialist at their respective fax number, at the Directorate of Contracting, Fort Riley, Kansas. The contractor will be notified telephonically by the Government, within 5 working days from receipt of invoice, with respect to payment.

(End of Provision)

INVOICE INFORMATION

Please refer to order number _____ on all correspondence, invoices, shipping documents, shipping labels and shipping containers.

Failure to follow this guidance **WILL DELAY YOUR PAYMENT.**

PROPER INVOICE INFORMATION REQUIREMENTS

If the following information does not appear on your invoice, the pay station will return your invoice for correction and payment will be delayed.

Name and address of vendor or contractor.

Invoice date, invoice number, account number, and/or other identifying number agreed to by contract.

Government contract number. Include delivery order number if applicable.

Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.

Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.

Payment terms (unless mutually agreed that this information is only required in the contract) Terms of any discount for prompt payment offered.

Contact name, title and telephone number to notify in event of defective invoice.

Other substantiating documentation or information required by the contract.

You must be registered in the Central Contractor Registration (CCR) database and registration must be kept current.

This information for submission of a proper invoice can be found at FAR clause 52.212-4 and the following web site: http://www.access.gpo.gov/nara/cfr/waisidx_01/5cfr1315_01.html

VENDOR PAY INFORMATION

a. Any vendors wishing to check the status of invoices submitted for payment to DFAS Lawton-Fort Sill OPLOC may do so via the World Wide Web at its site "DFAS Lane" located at <http://www.dfas.mil>. The use of this service requires a contract number, a delivery order number (if applicable) and an invoice number.

b. Vendor Pay at DFAS Lawton-Fort Sill OPLOC also has a toll free telephone number. Vendors may call 1-888-445-5154 to reach Vendor Pay's Customer Service Section and to request an Electronic Funds Transfer (EFT) form.

Important Delivery Information

At the present time and until further notice ALL delivery trucks must enter Fort Riley, KS through the 12th Street entrance into Camp Funston. This is the ONLY entrance deliver trucks may use. You may access the 12th Street gate from KS Highway 18, North of the Kansas River bridge. If you are traveling on I-70, 12th Street is accessible from I-70 Exit 303. All Drivers and passengers must be prepared to present a valid Driver's License/photo ID, current vehicle registration, and proof of insurance.

Deliveries are not accepted after 3:30 p.m.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

52.000-4014 WAGE DETERMINATION

U.S. Department of Labor Wage Determination(s)/Decision(s) 1994-2213 (REV) 28 is incorporated into this solicitation and shall be applicable to any resultant contract.

52.000-4020 FIRE PREVENTION

The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National Fire Code and other recognized fire prevention agencies and post regulations.

52.0000-4002 SAFETY

a. The Contractor shall report immediately by the fastest communication means to the Contracting Officer all accidents which may arise out of or in connection with the performance of services required within the scope of the contract, which may result in personal injury, death or damage to Government property. The Contractor shall then prepare an accident report, DA Form 285, and forward the original and one copy through the Contracting Officer so as to reach the Safety Officer within fifteen (15) calendar days after the accident occurs.

b. A copy of Accident Report and Records (AR 385-40) will be furnished to the Contractor at no cost. Any technical advice and assistance necessary in accident investigation and reporting may be requested from the Safety Officer through the Contracting Officer.

c. Within twenty-four (24) hours after commencement of work, the Contractor shall furnish in writing through the Contracting Officer to the Director of Health services, the name and address of his company's doctor who is responsible for treating his employees or to be notified in case of an accident.

d. The Contractor will be subject to periodic Safety inspections.

52.0000-4026 DESIGNATION OF TECHNICAL REPRESENTATIVE

The Director of Public Works, or his designee, located in Building No. 408, Fort Riley, Kansas, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. No inspector is authorized to change any provision of the specifications without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

Increases to contract price resulting from COR/Contractor field change discussions and unauthorized by the Contracting Officer are at the Contractor's risk and expense.

(End of Provision)

52.0000-4202 PRO-NET BENEFITS

All contractors are requested to utilize the PRO-Net program to assist them in obtaining resources to meet their contractual requirements. PRO-Net is an electronic gateway of procurement information - for and about small business. It is a search engine for contracting officers, a marketing tool for small firms and a "link" to procurement opportunities and important information. It is designed to be a "virtual" one-stop-procurement-shop. PRO-Net is an Internet-based database of information on small, disadvantaged, 8(a) and women-owned business. It is FREE to federal and state government agencies as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. As an electronic gateway, PRO-Net provides access and is linked to the Commerce Business Daily (CBD), federal and state agency homepages and other sources of procurement opportunities. The SBA home page address is www.sba.gov. The PRO-Net address is pro-net.sba.gov.
(End of provision)

52.0000-4217 EMERGENCY MEDICAL TREATMENT

In accordance with AR 40-3, emergency medical treatment for Contractor's employees will be provided by Irwin Army Community Hospital in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of the emergency and appropriate action will be taken to discharge or transfer patients as soon as the emergency period ends. Charges to the Contractor for stated medical care will be at the prevailing inpatient or outpatient rate, whichever is applicable.

52.0000-4354 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL

a. The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services, and the parties recognize and agree that no employer-employee or master servant relationship exists or will exist under the contract between the Government and the Contractor and/or between the Government and the Contractor's personnel. The Contractor personnel shall be responsible, not to the Government, but solely to the Contractor, who, in turn, shall be accountable to the Government.

b. The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal Officer, military or civilian, in connection with performance under this contract.

c. Rules, regulations, directives, and requirements which are issued during the contract term by Department of Army and local Provost Marshal activities under their responsibility for law and order, administration and security on the installation shall be applicable to all contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is consistent with the intent of a personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the

installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Removal of an employee does not relieve the Contractor of his responsibility to perform the requirements specified within this contract. In other instances, the Contractor shall take appropriate personnel action as required in the event of employee misconduct in connection with his or her employment.

d. The services to be performed under this contract shall not require the Contractor or his employee to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

e. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.

52.0000-4358 INSURANCE

Before commencing on-site operations, the Contractor shall provide the Contracting Officer evidence of the following insurance coverage. All coverage shall be maintained throughout the contract period. All subcontracts shall provide the same coverage.

a. Statutory worker's compensation and employer's liability insurance: \$100,000 or as prescribed by the State of Kansas, whichever is greater.

b. General liability - Bodily injury liability insurance: \$500,000 per occurrence.

c. Vehicle liability (comprehensive): \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. Bodily injury liability and property damage liability shall cover the operation of all automobiles, trucks, vehicles and other mobile equipment used in connection with the performance of the contract.

Section I - Contract Clauses

ADDENDA TO 52.212-4

Addenda to 52.212-4(a) CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

Added information: The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. If the Contractor does not promptly replace or correct rejected work, the Government may --by contract or otherwise, replace or correct the work and charge the cost to the Contractor.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.214-3	Amendments To Invitations For Bids	DEC 1989
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	MAR 1997
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-10	Contract Award--Sealed Bidding	JUL 1990
52.214-12	Preparation Of Bids	APR 1984
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.223-6	Drug-Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

~~XX~~ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

~~XX~~ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

~~XX~~ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

~~XX~~ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

~~XX~~ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

~~XX~~ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

~~XX~~ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

~~XX~~ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

~~XX~~ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

~~XX~~ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

~~XX~~ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

~~XX~~ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage	Fringe Benefits
(11300) Refuse Collector	\$10.43	23.4%
(31362) Truck Driver, Medium Truck	\$15.28	23.4%
(23440) Heavy Equipment Operator	\$17.83	23.4%
(01280) Switchboard Operator-Receptionist	\$10.05	23.4%
(05190) Motor Vehicle Mechanic	\$17.83	23.4%

~~XX~~ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

~~XX~~ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If

this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **1 June 2004 through 31 May 2005 for the base year and 1 June through 31 May thereafter.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00**;

(2) Any order for a combination of items in excess of **\$2,000,000.00**; or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **31 May 2009**.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 calendar days**.

(End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sept 04. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sept 04 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far or www.farsite.hill.af/mil or www.dtic.mil/afars

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far or www.farsite.hill.af/mil or www.dtic.mil/afars

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (☐ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

- ☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000).
- ____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

(To be completed by the Contracting Officer at the time of award)

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

The following is a list of Documents, Exhibits and other attachments that are applicable to this solicitation.

Technical Exhibit 1	Performance Requirement Summary (PRS)
Technical Exhibit 2	Collection Schedule & Container Location
Technical Exhibit 3	Family Housing Schedule
Technical Exhibit 4	List of Maps/Maps
Technical Exhibit 5	Forms
Technical Exhibit 6	Examples of Forms
Technical Exhibit 7	Wage Determination
Technical Exhibit 8	Historical Data
Technical Exhibit 9	Government Furnished Property
Attachment 1	Equipment List (Must be filled out and returned with bid.)

Section K - Representations, Certifications and Other Statements of Offerors

IMPORTANT NOTES

This section must be filled out and returned with offer.

Preferred method of payment is by Government Commercial Purchase Card although **not mandatory** to bid.

Selection of Payment

The offeror agrees to accept the Government Commercial Purchase Card.

_____ Yes _____ No

If the offeror accepts the Government Commercial Purchase Card as the method of payment:

(1) The use of the Government Commercial Purchase Card will result in no additional charges above the pricing indicated on the bid schedule.

(2) If paid by Government Commercial Purchase Card, submit all invoices electronically to docinvoices@riley.army.mil or faxed to appropriate contract administrator if offeror does not have e-mail capability. The fax number is 785-239-8978. The contractor will be notified telephonically by the Government within 5 working days from receipt of receiving report (proof of delivery or service completed) from the activity with respect to payment.

If the offeror does not elect to receive payment by Government Commercial Purchase Card:

(1) Payment will be made by Defense Finance and Accounting Service (DFAS), via Electronic Funds Transfer (see Clause 52.212-5(b)(23)).

(2) Payment will be made by the DFAS listed in the "Payment Will Be Made By" block on from the contract.

(3) All invoices must be submitted to the DFAS address listed in the "Payment Will Be Made By" block on front of the contract.

Payment Discounts

The contractor may agree to a discount offered to the Government for prompt payment. See 52.212-4 (i) Payment, for discount payment information. Make a selection below if you agree or do not agree.

_____ Yes, contractor agrees to offer the Government a prompt payment discount of _____% for _____ days, Net 30. This discount will be deducted from total invoice price if payment is made within discount period.

_____ No, contractor does not agree to offer the Government any discounts for prompt payment.

Signature: _____ Date: _____

CLAUSES INCORPORATED BY FULL TEXT

52.000-4023 PRE-AWARD INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive and award of a contract.
- (6) A on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A Pre-Award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

Name: _____

Address: _____
 Point of Contact: _____
 Phone: _____
 Contract Number: _____
 Amount: _____
 Description: _____

Financial Reference:

Name: _____
 Address: _____
 POC: _____
 Phone: _____
 Account Number: _____

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin

country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.214-16 MINIMUM BID ACCEPTANCE PERIOD (APR 1984)

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 120 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: _____ calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(End of clause)

52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)___ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L**A. Site Visit:** A site visit is will be held at:

Directorate of Contracting
Building 802 Marshall Drive, Marshall Air Field
Fort Riley, Kansas 66442-0248

Date & Time: February 23, 2004 at 09:00 a.m.

Attendees will submit attendance information to the Fort Riley Contracting Web Site. Go to the feedback section of the web page at <http://www.riley.army.mil/Services/Fort/Contracting.asp>. The request should include the company name, address, phone number, fax number, e-mail address, business status (large business or small business), company role (prime contractor or subcontractor), Commercial and Government Entity (Cage) and DUNS number, and list of proposed attendees. Additional details regarding the site visit will follow on this website. It is requested that questions concerning the requirements of this solicitation be submitted in writing and received at the Contracting Office for (4) days prior to the site visit. Attendance is at the expense of the bidder.

The remarks and explanations made by Government Representatives during the course of the site visit, whether in writing, shall not change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the Directorate of Contracting, Fort Riley, Kansas. Questions concerning the site visit may be directed to velia.pier@riley.army.mil. For additional information on this solicitation contact Velia Pier at (785)239-0488.

B. Equipment List: The contractor shall submit with its bid a list (Attachment 1) stating major pieces of equipment in its possession by vehicle make, model and year; type of equipment; number of pieces of equipment; and whether the equipment is owned, leased or rented. The list shall include other support and maintenance items such as small tools, cleaning and painting equipment and any other such items required to demonstrate that the Contractor is adequately prepared to perform under this contract. This list shall include the following categories: Vehicles; Heavy Equipment; Cleaning and Painting Tools and Equipment; Repair and Maintenance Tools and Equipment; and Miscellaneous Tools and Equipment. See also paragraphs 4.1, 4.2 and 4.3 of section C of this solicitation. Failure to submit equipment list with bid will render the bid nonresponsive.

Notification of any changes (amendments) to the solicitation will be made only on the Internet. IT IS THE PROSPECTIVE OFFEROR'S RESPONSIBILITY TO CHECK THE WEB SITE FOR UPDATES, AMENDMENTS OR ADDITIONAL INFORMATION. THE GOVERNMENT WILL NOT BE HELD RESPONSIBLE FOR ANY INFORMATION A PROSPECTIVE OFFEROR DOES NOT RECEIVE ONCE THE INFORMATION IS AVAILABLE ON THE LISTED WEB SITE.

CLAUSES INCORPORATED BY REFERENCE

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed price requirements contract resulting from this solicitation.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.0000-4137 NONRESPONSIVE BID

Failure to provide a price for each line item specified in the Bid Schedule shall render the entire bid nonresponsive.

EQUIPMENT LIST

The equipment list will be evaluated as part of the Contractor's responsibility determination in evaluations for award of this solicitation. See attachment 1.